

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BETHANY NURSING HOME OF CAMROSE, ALBERTA**

**at**

**ROSEHAVEN CARE CENTRE**

**and**

**BETHANY LONG TERM CARE**

**(all Auxiliary Hospital, Nursing Home and designated  
supportive housing sites)**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**Local 047/002**

**April 1, 2018 to March 31, 2020**

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This Agreement made the 15<sup>th</sup> day of November, 2018.

BETWEEN:

BETHANY NURSING HOME OF CAMROSE, ALBERTA

AT

ROSEHAVEN CARE CENTRE

and

BETHANY LONG TERM CARE

(hereinafter referred to as "The Employer")

of the first part

and

The Alberta Union of Provincial Employees

On behalf of Local 047/002

(hereinafter referred to as "the Union")

of the second part

and

WHEREAS Bethany Nursing Home of Camrose, Alberta at Rosehaven Care Centre and Bethany Long Term Care is an "Employer" pursuant to the Code, as amended.

The Parties agree with each other as follows:



ARTICLE 1  
Definitions

1.01 In this Collective Agreement unless the context otherwise requires:

- (a) "Code" means The Labour Relations Code, Chapter L-1.2, Consolidated August 20, 1991, or as such Act may be amended from time to time as the case requires;
- (b) "Union" means The Alberta Union of Provincial Employees;
- (c) "Local" means Local of the Alberta Union of Provincial Employees;
- (d) "Employer" shall mean, in addition to the Board, such officers as may, from time to time, be appointed or designated by the Employer to carry out its administrative duties;
- (e) "Employee" means any person employed in a job classification within the bargaining unit and whose service is designated as:
  - (i) "Full-time", an Employee who occupies an established full-time position and who has successfully completed the specified probationary period, and has since remained continuously employed as a Full-time Employee; or
  - (ii) "Part-time", an Employee who occupies, after the date of signing of this agreement, an established position whose regularly scheduled hours of work are less than the regularly scheduled hours for a Full-time position in that classification, and who has successfully completed the specified probationary period, and has since remained continuously employed as a Part-time Employee; or
  - (iii) "Temporary Employee", is one who is hired on a temporary basis for a Full-time or Part-time position:
    - (a) for a specific job of more than three (3) months but less than six (6) months; or
    - (b) to replace a Full-time or Part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
    - (c) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

The term of employment of such Temporary Employee may be extended only by mutual agreement in writing between the Employer and the Union. Temporary Employees do not have a continuing employment relationship with the Employer.

- (iv) "Casual Employee" is a person who:
  - (a) works on a call-in basis and is not regularly scheduled; or
  - (b) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (c) relieves for an absence the duration of which is three (3) months or less.

Casual Employees do not have a continuing employment relationship with the Employer.

- (f) "Regularly Scheduled" shall mean the scheduling of work in a manner requiring an individual to perform the assigned duties on specific shifts.
- (g) "Anniversary Date", unless otherwise changed by the operation of the terms of this Collective Agreement means, for salary increment purposes, the date upon which a Full-time Employee commenced full-time employment.
- (h) The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular shall be deemed to include the plural, and vice versa;
- (i) "Vacation" shall mean annual vacation at the Basic Rate of Pay;
- (j) "Vacation Year" shall mean the twelve (12) month period commencing on the first (1<sup>st</sup>) day of January and concluding on the last day of December in each calendar year.
- (k) "Basic Rate of Pay" shall mean the wage rate applicable to an Employee as specified in Pay Classifications;
- (l) "Working Day" means any day on which an Employee would normally be expected to be at their place of employment;
- (m) "Ad Hoc Position" means a position established for practicum students or for Special Projects, whereby the Employer acts as the agent for a funding authority and shall not be included within the scope of this Collective Agreement.

- (n) "Benefit Partner", for the purpose of this Agreement, shall mean a person who resides with the Employee and who has been held out publicly as their spouse for a period of at least one (1) year.
- (o) "Shift" means a daily tour of duty exclusive of overtime hours.
- (p) "Position" means a group of duties established by the Employer and assigned to an Employee. A position may be established by the Employer as Full-time or Part-time or Temporary, in a manner consistent with the terms of this Collective Agreement;
- (q) "Classification" means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in this bargaining unit at the date of signing of this Collective Agreement are listed in the Pay Classifications appendix to this Collective Agreement.
- (r) "Day" shall mean equivalent to full-time hours.
- (s) "EMAC" means Employee Management Advisory Committee.
- (t) "OH&S" means Occupational Health & Safety Committee.

## ARTICLE 2

### Application

- 2.01 This Collective Agreement shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure as provided in the Code.
- 2.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay as set out in Pay Classifications hereof, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 2.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta or the Government of Canada applicable to the Employer, the provision so affected shall be altered or amended forthwith in a manner agreeable to both Parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 2.04 The Parties agree that negotiations during the life of this Collective Agreement can only be reopened on any part thereof if the opening is mutually acceptable to both Parties.

- 2.05 Employees who, prior to the effective date of this Collective Agreement, were in receipt of an hourly rate of pay which was in excess of that provided by this Collective Agreement, shall continue to be paid at their previous hourly rate of pay until such time that their previous hourly rate of pay is exceeded by the applicable Basic Rate of Pay, unless altered by mutual agreement.
- 2.06 When a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's regulations, guidelines or directives, the Collective Agreement shall supersede the regulations, guidelines or directives.

ARTICLE 3  
Management Rights

- 3.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the workforce, including but not limited to the following:
- (a) the right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees, the right to make, change and abolish rules, regulations, policies and practices, the right to discipline, suspend and discharge Employees for just cause;
  - (b) to conduct its business in every aspect in accordance with its commitments and responsibilities in order to comply with all governmental requirements;
  - (c) the right to direct, select, hire, transfer, assign jobs and shifts, promote, demote, classify, layoff and recall Employees subject to the provisions of this Agreement;
  - (d) the right to create new classifications and work units and to determine the number of Employees, if any, needed from time to time and any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant.
- 3.02 The Employer retains all rights not otherwise abrogated or restricted in the Collective Agreement.
- 3.03 The Employer will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 4  
Recognition

- 4.01 The Employer recognizes the Union as the sole bargaining agent for Employees covered by this Collective Agreement as described in the applicable certificate issued pursuant to the Code and amendments thereto.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 A Union Steward shall have the right to make a presentation of up to forty-five (45) minutes at the orientation of new Employees with respect to the structure of the Local as well as the rights, responsibilities and benefits under the Collective Agreement; provided further that a representative of the Employer may be present at such presentation.
- 4.04 Employees whose positions are not within the Bargaining Unit shall not work on a job that is included within the bargaining Unit. Work can be performed in unionized sites by non-bargaining unit workers, provided there is no loss of work (reduction of hours) to regular employees who hold the same classification.
- 4.05 Where a difference arises out of a provision contained within the Collective Agreement and the differences is also contained within the policies and procedures, the Collective Agreement shall supercede the Policies, Regulations, Guidelines or Directives.
- 4.06 The Union will exercise its rights in a manner which is professional, fair and reasonable in the circumstances, and in accordance with the Collective Agreement.

ARTICLE 5  
Bulletin Boards

- 5.01 The Employer shall provide access to bulletin boards to be placed in reasonably accessible locations upon which space shall be provided where the Union may be permitted to post notices of meetings, and other such notices which may be of interest to Employees. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.
- 5.02 An Employee shall have the right to wear or display the recognized insignia of the Union; however, no such insignia larger than a lapel pin shall be worn during working hours, nor shall an insignia be displayed on the Employer's equipment or facilities.

ARTICLE 6  
Union Membership and Payment of Dues

- 6.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
  - (b) to bargain collectively with the Employer through the Union.
  - (c) Membership in the Union shall be voluntary on the part of each Employee. All Employees covered by this Agreement who are members of the Union or who, in the future, decide to become members of the Union shall maintain their membership in the Union during the life of this Agreement.
- 6.02 The Employer will, as a condition of employment, deduct from the gross earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.
- 6.03 Deductions of amounts equal to the dues for all Full-time and Part-time, Probationary, and Temporary Employees, shall commence with the first (1<sup>st</sup>) full pay period of employment.
- 6.04 The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 6.05 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 6.06 The Employer agrees to remit to the Central Office of the Union, the amounts equal to the dues that have been deducted from the pay of all Employees by the first (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- The remittance shall be accompanied by a listing of the names of Employees from whom deductions were made and subject to the Employer's payroll system being able to do so, the list will also include:
- (a) date of hire;
  - (b) mailing address;
  - (c) phone number

- (d) classification;
- (e) work location (Centre / Department)
- (f) employment designation;
- (g) hourly rate of pay;
- (h) amount of dues deducted for each employee;
- (i) gross earnings; and
- (j) employees on Long Term Disability (separate list)
- (k) Employee number;
- (l) seniority;
- (m) unless already provided, a separate listing of all casual Employees including the name of the Employee and date of hire.
- (n) FTE
- (o) a list of employees on a leave of absence
- (p) The Employer will provide a list of all Employees and current mailing address to the Union within 10 days, when a tentative agreement has been reached by the Parties.

Such list shall include newly hired Employees.

The employer will provide a list of all Employees and current mailing addresses to the Union when a tentative agreement has been reached.

These lists may be provided by electronic transmission.

- 6.07 The Employer shall provide the Local Union Office with a monthly list of Employees new to the bargaining unit during the previous month. Such list shall include the Employee's name, status, classification and department.
- 6.08 The Employer shall provide to the Local Union Office, on a monthly basis, a list containing the names of Employees who are current recipients of Long Term Disability benefits.
- 6.09 The Employer shall also provide to the Local Union Office, on a monthly basis, a list of all Employees who are terminated or on an unpaid leave of absence of thirty (30) calendar days or more.

ARTICLE 7  
Negotiations

7.01 Negotiations shall be conducted in accordance with the provisions of the Code.

ARTICLE 8  
Employee Management Advisory Committee (EMAC)

8.01 The Employer and the Union agree that there shall be an Employee Management Advisory Committee (EMAC) consisting of up to 4 persons from each party.

8.02 It is the function of EMAC to consider matters of mutual concern affecting the relationship of the Employer to its Employees, and to advise and make recommendations to the Employer and the Union with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees. Additional topics, to the terms of reference, discussed by the EMAC may include, but shall not be limited to:

- Gender-Based Wage Equity issues;
- Scheduling issues
- Organizational changes
- Workload

8.03 The representatives of the Employer on EMAC shall be those persons or alternates employed and designated by the Employer from time to time.

8.04 The representatives of the Union on EMAC shall be those Employees or Employee alternates designated by the Local from time to time.

8.05 The Parties mutually agree that the representatives of the Employer and the Union on EMAC should be the persons in authority to represent their respective membership and should be as constant as reasonably possible with a minimum of alteration or substitution.

8.06 The Chair on EMAC shall be a representative of the Employer, and the Vice-Chair shall be a representative of the Union.

8.07 EMAC shall meet at a mutually acceptable hour and date. The Chair and Vice-Chair may mutually call a special meeting to deal with urgent matters.

8.08 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.

8.09 Time spent in meetings of this Committee shall be at Basic Rate of Pay which shall not be included for purposes of computing overtime.



ARTICLE 9  
Grievance Procedure

9.01      Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of the Union, the Local Union Representative or the designated Union Steward.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Director, Health Services, their designated manager, or the Human Resources Manager.
- (c) For the purposes of this Article, "days" shall mean calendar days except Saturdays, Sundays and Paid Holidays.

9.02      Definitions and Types of Grievances

- (a) Individual Grievance, means a dispute affecting one (1) Employee. Such grievance shall be initiated at Step One (1) except in the case of a Suspension or Termination/Dismissal which will commence at Step Two (2).
- (b) Group Grievance, means a dispute affecting two (2) or more Employees. Such a grievance shall be initiated at Step Two (2) and proceed thereafter in the same manner as an individual grievance. A Group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply appropriately, if applicable to all Employees listed on the original grievance.
- (c) Policy Grievance, means a dispute between the Parties in which, due to its nature, is not properly the subject of an individual grievance or group grievance. Such grievances(s) shall be initiated, in writing, within twenty (20) days of the date the aggrieved party(ies) first became aware of or reasonably should have become first aware of the situation leading to the grievance. If the Policy grievance is a Union grievance, it shall commence at Step Two (2). If the Policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of the President's response or a failure to respond, the Employer may advance the grievance to Arbitration.

(a) Initial Problem Solving Stage

The Parties encourage an Employee and their supervisor or manager to discuss a difference where such discussion could lead to the resolution of the difference without the need for a grievance.

Every effort should be made to resolve problems at the worksite level prior to going to written grievance. The Parties agree to ensure full explanation of issues during the initial discussion at the worksite level.

Failing resolution between the Manager and Employee, the Employee and Manager, along with union representation and Director level management representation, will meet to share relevant information with one another on a without prejudice basis, for the purposes of resolving the dispute before filing a formal grievance. The Director involved at this initial problem solving stage will not be the same Director who hears the grievance. If the difference between the Employer and Individual or Group cannot be resolved at the Initial problem solving stage, the following sequence of steps shall be followed:

(b) Formal Grievance Procedure

## STEP I

- (i) A difference becomes a grievance provided it is reduced to writing specifying the nature of the grievance, the Article(s) of this Collective Agreement upon which the grievance is based and the redress sought and is submitted to the Manager within ten (10) days of the initial problem solving stage.
- (ii) Upon receipt of a written grievance, a hearing, which may be arranged by either party, and shall occur within ten (10) days. An Employee shall have the right to have a Union Steward present during discussion at this or any subsequent Step.

## STEP II

- (i) If the grievance is not resolved at Step I, the grievance shall be submitted to the Director, within ten (10) days from the date of receipt of the decision by the manager at Step I.
- (ii) Upon receipt of a written grievance, the President or their designate shall arrange a hearing which shall occur within ten (10) days. An Employee shall have the right to have a Union Steward present during discussion at this or any subsequent Step.
- (ii) The President, or their designate, shall issue their decision in writing to the Employee within ten (10) days of the grievance hearing, with a copy to the Union Steward.

### STEP III

- (i) If the grievance is not resolved at Step II, either Party may within fifteen (15) days from the date of receipt of the Step II decision and provided the grievance has been properly processed according to the provisions of the grievance procedure, notify the other Party in writing of its desire to submit the grievance to arbitration and the notice shall specify the nature of the grievance, the Articles of this Collective Agreement upon which the grievance is based, the redress sought and the name of the first Party's appointee to an Arbitration Board.
- (ii) The recipient of the notice shall within ten (10) days inform the other Party of the name of its appointee to the Arbitration Board.
- (iii) The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairman.
- (iv) If the two (2) members fail to appoint a third member within ten (10) days after the day on which the last of the two (2) members is appointed, the Chairman shall be appointed pursuant to the Code.
- (v) The Arbitration Board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the Parties and upon any Employee affected by it. The award of a majority is the award of the Arbitration Board, but if there is no majority the decision of the Chairman governs and shall be deemed to be the award of the Board.
- (vi) Each Party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) Parties shall bear equally the expenses of the Chairman.
- (vii) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.
- (viii) The hearing will be held as soon as possible, but under no circumstances commence beyond ninety (90) days of the appointment of the chair unless otherwise directed by the Parties.
- (ix) The Arbitration Board shall render a decision within sixty (60) days of the completion of the hearing(s).
- (x) The Union and the Employer may agree to extend these time limits if so requested by the Arbitration Board.

- 9.04 Subject to Article 13, in the event an Employee alleges that they have been dismissed or disciplined without just cause, they may commence their grievance at Step II.
- 9.05 (a) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following expiry of the particular time limit, unless the Parties have mutually agreed, in writing, to extend the time limits.
- (b) In the event that a grievance is not advanced by the Employee to the next step of the grievance procedure before the expiration of the time provided for doing so, the grievance shall be deemed to be abandoned or resolved unless the Parties have mutually agreed in writing to extend the time limits.
- 9.06 The time limits specified throughout the Steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.

ARTICLE 10  
Union Stewards

- 10.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards.
- 10.02 A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance or in an investigation hearing, when the Employer would be reasonably aware the investigation may lead to discipline. When it becomes necessary for a Union Steward to leave their job for this purpose, they will request time off from their manager, providing as much advance notice as possible. Such time off shall be granted only upon the approval of the manager, which approval shall not be unreasonably withheld.
- 10.03 Arrangements will be made by the manager to ensure that the Union Steward's absence for this purpose, when approved, will result in no loss of regular earnings at their Basic Rate of Pay.
- 10.04 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time.
- 10.05 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.
- 10.06 A list of Union Stewards shall be supplied by the Union to the Employer. The Employer shall be advised promptly in writing of any change in the list.

- 10.07 The Local shall have the right at any time to the assistance of Union Staff Members when dealing or negotiating with the Employer, during investigations and when processing a grievance. Such representatives shall approach members at work only when engaged in such activities and provided they have received the approval of the CEO or authorized alternate. Such approval shall not be unreasonably denied.

ARTICLE 11  
Discipline

- 11.01 Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within fifteen (15) days (excluding Saturday, Sundays and Named Holidays) of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. The Employer will provide a copy of written disciplinary action (including written reprimand, suspension or dismissal) to the Union within five (5) days of the discipline. An Employer request to extend these time lines, in order to complete a proper investigation, shall be by mutual consent in writing by the parties.
- 11.02 An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, it shall be deemed removed from the Employee's personnel file providing the Employee's file does not contain any further record of any disciplinary action during that eighteen (18) month period, of which the Employee is aware.
- 11.03
- (a) The Employer agrees that access to an Employee's personnel file shall be provided to the Employee, upon written request, once in every year.
  - (b) Upon written request, a grievor shall be permitted to review their personnel file in the event of a difference or grievance. An Employee shall be given a copy of any documents in such file pertinent to the difference or grievance. They may request a representative of the Union to be present at such time.
  - (c) Employees requesting a copy of a document pertaining to a difference or a grievance in their personnel file shall be given such copy provided that they first pays to the Employer a fee to cover the cost of providing such copy. The amount of such fee shall be determined by the Employer.
- 11.04 Any Employee who is to be disciplined shall be entitled to have a Union Steward present at the interview. During such an interview, the Union Steward shall not become involved in discussions other than to advise the Employee of their rights or recommend a course of action to him.

- 11.05 It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. If an Employee requests, they will be allowed a reasonable period of time to arrange the attendance of a Union Steward. When it becomes necessary for a Union Steward to leave their job for this purpose they will give their manager as much advance notice as possible. Arrangements will be made by the manager to permit the Union Steward to leave their job for this purpose with no loss of regular earnings at their Basic Rate of Pay, as soon as reasonably possible. Such time off shall be granted only upon approval of the manager, which approval shall not be unreasonably withheld.
- 11.06 An Employee who is to be interviewed regarding an allegation of misconduct lodged against that Employee shall be entitled to have a Union Steward or Union Representative present at the interview.
- 11.07 The sole right of the manager to interview third parties, or take action required to maintain order and protection of property, shall not be restricted.
- 11.08 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.
- 11.09 An Employee absent for three (3) consecutive working days without good and proper reason acceptable to the Employer shall be terminated.

## ARTICLE 12

### No Discrimination/ Harassment

- 12.01 (a) There shall be no discrimination, restriction or coercion exercised or practiced in respect of any employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, gender expression, gender identity, sexual preference, marital status, physical disability nor by reason of membership or non-membership or activity in the Union.
- (b) A complaint alleging sexual harassment, unjust treatment, discrimination or alleging unfair working conditions may be presented as a grievance directly to Step II and up to and including Arbitration.
- 12.02 For the purposes of this Agreement, harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display:
- (a) when such conduct might reasonably be expected to cause insecurity, discomfort, offense or humiliation to another person or group;

- (b) when submission to such conduct is made, either implicitly or explicitly, a condition of employment or is used as a basis for any employment decision; or
- (c) when such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Harassment includes, but is not limited to sexual harassment and workplace violence.

- 12.03 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.
- 12.04 If an Employee submits a complaint of discrimination or harassment the Employer shall conduct an investigation in accordance with the Employer's policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. Investigations will be concluded within ninety (90) days from the date of the complaint unless documented circumstances warrant an extension and agreement from the Union is received.
- 12.05 If the investigation determines that discrimination or harassment has occurred, the Employer may impose disciplinary action, up to and including discharge.
- 12.06 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.
- 12.07 Nothing in this Article prevents Employees who believe they are being harassed or discriminated against from filing a complaint under the *Alberta Human Rights Act* or a grievance under Article 9.

### ARTICLE 13 Probation and Orientation

- 13.01 An Employee shall serve a single probationary period of five hundred and three point seventy five (503.75) hours worked, for each period of continued employment not interrupted by termination or dismissal. In the case of part time employees upon completion of six (6) calendar months of employment and who have not completed five hundred and three point seventy-five (503.75) hours, their probationary period shall be deemed to have been completed. On or before

the expiry date of the initial probationary period, the Employer may extend the probationary period after consulting the Union, for a period up to an additional five hundred and three point seventy-five (503.75) hours worked, exclusive of overtime hours worked.

The Employer shall provide a reason for termination to the Employee and the Employee shall have recourse to the grievance procedure except that it shall not be subject to Arbitration at Step III as set out in this Collective Agreement or the Code, with respect to such termination. An Employee upon request may be assisted by a Union Representative or Union Steward.

13.02 This Article shall not apply to Temporary Employees.

13.03 Each new hire shall receive:

- (i) at least one (1) paid day of General Orientation, and;
- (ii) at least one (1) paid day for Departmental Orientation.

Employees receiving orientation shall not replace regularly scheduled employees

#### ARTICLE 14 Seniority

- 14.01
- (a) "Seniority" shall mean the length of continuous service as a Regular Employee within the bargaining unit with the Employer from the last date of hire, including all periods of continuous service as a Casual, Temporary or Regular Employee.
  - (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 13.
  - (c) One seniority list shall be maintained incorporating the seniority dates of Regular Full-time and Regular Part-time Employees. Temporary Employees and Casual Employees' dates of hire shall be included in this list for information purposes only.
  - (d) Seniority shall continue to accrue during all approved leaves of absence and during layoff.

14.02 Seniority shall be the determining factor for:

- (a) job opportunities and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 16 ; and
- (b) preference for vacation time, subject to Article 28: Annual Vacation.



- (c) the selection of available rotations by Employees in a classification, and in the department affected by a new master rotation that does not change an Employee's full time equivalency (FTE); and
  - (d) layoffs and recalls, subject to the provisions specified in Article 15 Layoff and Recall.
- 14.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
  - (a) if an Employee is discharged for just cause;
  - (b) if an Employee resigns voluntarily;
  - (c) upon the expiry of 6 months following the date of layoff when a severance has been paid in accordance with Article 15.14.
  - (d) if an Employee does not return to work on recall, as provided in Article 15: Layoff and Recall.
- 14.04 An up to date seniority list shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff and such list shall indicate each Employee's classification.
- 14.05 Should a difference arise regarding an Employee's seniority, the Parties shall exchange the information necessary to establish accuracy.

ARTICLE 15  
Layoff and Recall

- 15.01 Full-time and Part-time Employees may be laid off in accordance with the provisions of this Article. This article does not apply to Temporary Employees.
- 15.02 For purposes of this Article the following definitions shall apply:
  - (a) "Layoff" – a temporary separation from employment with anticipated future recall
  - (b) "Similar Employees" - two (2) or more Employees having a common status performing the same or similar functions within a classification, at a location and work unit as determined by the Employer.
- 15.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff for Full-time and Part-time Employees shall twenty eight (28) days or pay in lieu of notice (including scheduled premiums). The consultation meeting as per 15.10 with the employee may be the same day as notice of layoff or within the 28 day period.

- 15.04 When similar Employees are to be laid off, the Employer shall layoff such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.
- 15.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 15.06 Where there is a reduction in the number of Regular Employee(s) or a reduction of the FTE of Regular Employee(s), the Regular Employee(s) with the least seniority, within the same classification, department or program, and home-site shall be the first (1st) Employee(s) laid off.
- 15.07 At the time of providing written notice of an Employee's removal from their position, a consultation meeting will be arranged by the Employer, between the Employee, the Employer and the Union, at which time the Employer shall advise the Employee of their retention options according to Articles 15.08 and 15.09, provided the Employee has the requisite job related skills, training, knowledge and ability to perform the work required, (or can meet the requirements of the position within a training orientation period of up to five (5) shifts in the retention options.

#### VACANCY OPTIONS

- 15.08 The Employee shall be presented with the following vacancy options:
- (a) a vacant position(s) within the bargaining unit. Such vacant position(s) shall be within the same occupational group or pay grade and comprised of:
    - (i) the same or higher FTE and pay grade;
    - (ii) the same or higher FTE and lower pay grade; and
    - (iii) a lower FTE and same or lower pay grade
  - (b) vacant position(s) within the bargaining unit. Such vacant position(s) shall be comprised of the:
    - (i) same, higher or lower FTE; and
    - (ii) same or lower pay grade.
  - (c) An Employee who declines a vacant position of the same FTE pursuant to Article 15.08(a)(i) shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 15.09, and shall be laid off with recall rights.

## DISPLACEMENT OPTIONS

- 15.09 Subject to Article 15.08(c), an Employee who is not placed in a vacant position pursuant to Article 15.08 shall be presented with the following displacement options:
- (a) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee within the same occupational group in a position comprised of:
    - (i) the same FTE and pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 15.09 (a)(ii).
    - (ii) the same FTE and lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 15.09 (a)(iii).
    - (iii) a lower FTE and same or lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 15.09 (b).
  - (b) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee within the same occupational group in a position comprised of the:
    - (i) same or lower FTE; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 15.08 (b) (ii).
    - (ii) same or lower pay grade.
  - (c) An Employee who declines displacement under Article 15.09 shall be laid off with recall rights.
- 15.10 The Employee shall have seventy-two (72) hours from the date of the consultation meeting in Article 15.07 to advise the Employer of their decision under Articles 15.08 and 15.09.
- 15.10 Subject to Articles 15.08 and 15.09, an Employee who elects to not exercise their rights under Articles 15.08 and 15.09 shall be laid off with recall rights.
- 15.11 An Employee who is displaced as a result of another Employee exercising their rights under Article 15 shall be entitled to exercise their rights in accordance with Articles 15.06 to 15.10.

## RECALL

- 15.12 An Employee shall be responsible for providing the Employer with their current contact information for recall purposes.
- 15.13 The method of recall shall be by telephone and if telephone contact with the Employee on layoff is not accomplished, then contact will be made by one of three (3) ways to be chosen by the Employee at the time of notice of layoff is given:
- (a) Notification by way of TBG email account
  - (b) Notification by way of Employee's personal email, with the onus on the Employee to advise the Employer of any change in that email address;
  - (c) Notification by mail at a mailing address with the onus on the Employee to advise the Employer of any change in that address.
- 15.14 Once recalled, Employees notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the date the notification was sent in the manner specified by the Employee.
- 15.15 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
  - (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
  - (c) upon the expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee has not been recalled to work.
- 15.16 If a Full-time or Part-time Employee has not been recalled within one hundred and eighty (180) calendar days from the date of layoff, they shall be entitled to severance pay in the amount of one and one-half (1 1/2) weeks' pay for each full year of continuous employment to a maximum of twenty-five (25) weeks' pay. Severance pay will not be paid to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.

- 15.17 An Employee who is laid off under this Article and who at the commencement of the layoff is participating in Prepaid Health Benefits pursuant to Article 31 of this Collective Agreement may elect to continue existing coverage under these plans during the one hundred and eighty (180) calendar day layoff period. If the Employee elects to maintain coverage they shall submit both the Employer and Employee shares of the premium contributions in a fashion as determined by the Employer. If the Employee chooses not to continue to submit the total required premiums, coverage will cease and the Employee shall not be entitled to any benefits under these plans.

ARTICLE 16  
Job Opportunities

- 16.01 All Regular and Temporary vacancies to be filled, which fall within the Bargaining Unit, will be posted electronically for a period of not less than seven (7) full calendar days excluding Named Holidays. A copy of the posting will be provided to the Local Union Office. The posting shall contain the following information:

- (a) classification;
- (b) qualifications;
- (c) employment status (i.e. regular full-time, regular part-time, temporary, etc.);
- (d) full-time equivalency;
- (e) range of rate of pay;
- (f) if a temporary position, the anticipated duration of the position;
- (g) for information purposes only, current site(s);
- (h) for information purposes only, a notice of vacancy shall specify the current number of hours per shift, current shifts per shift cycle and the current shift pattern for the position.

- 16.02 Subject to Clause 16.04, where vacancies are filled, first consideration shall be given to employees who are already members of the bargaining unit.

- 16.03 Internal applicants who apply on a posted position shall be informed by email of their acceptance or rejection within seven (7) calendar days of the date of appointment.

When the appointment has been made, the Local Union Office shall be notified of the appointee's name and the Department and worksite concerned.

- 16.04 In making selections, as a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. Selections will be based on job knowledge, experience, education, requisite skills, and ability to supervise if applicable. Where these skills are judged equal by the Employer, seniority will be the determining factor.
- 16.05 A Full-time or Part-time Employee who applies for and is successful on a temporary posting shall maintain their status as a Full-time or Part-time Employee. At the completion of the temporary term, the Full-time or Part-time Employee shall return to their former position.
- 16.06 When an Employee is transferred at the sole discretion of the Employer to another unit with no change to classification and status, there shall be no change to Basic Rate of Pay, seniority, benefits or other factors.
- 16.07 When an Employee is transferred at the sole discretion of the Employer to a classification with a lower maximum salary, the Employee shall move to the step, of the lower paid classification which is nearest the salary or equal to that they held in the classification from which the Employee was transferred, whichever is greater, and their anniversary date shall be changed.
- 16.08 When an Employee is promoted from one classification to another the salary of such promoted Employee shall be advanced to that step in the new range which is next higher than their current rate of pay or to the step which is next higher again if such salary increase is less than the Employee's normal increment on the former salary range. The total amount of such payment shall not exceed the maximum Basic Rate of Pay of the higher paid classification in which the Employee is promoted. The anniversary date shall be changed to the first (1<sup>st</sup>) of the month in which the promotion is effective.
- 16.09 The Employer shall provide to each new Employee a copy of their position description/ specifications, within fifteen (15) working days of commencement of employment.
- 16.10 Trial Period
- An Employee transferred or promoted to a more senior position in the Bargaining Unit shall serve a two (2) month trial period in the new position. During the trial period the Employee may either:
- (a) return to their former position at the Employee's request if available; or
  - (b) be returned to their former position by the Employer;
- but in either circumstance, at the sole discretion of the employer, the Employee may be assigned to a similar position consistent with their abilities and/or qualifications, which position may not be in the same classification.

- 16.11 During the term of a temporary position, the incumbent Employee shall be eligible to apply on postings.
- 16.12 The reinstatement or placement of an employee in accordance with Clauses 16.10 shall not be construed as a violation of the posting provisions of Clause 16.01.
- 16.13 The Parties may mutually agree to waive application of this Article.

#### ARTICLE 17

##### Transfers

- 17.01 When an Employee is transferred at the sole discretion of the Employer to another unit with no change to classification and status, there shall be no change to Basic Rate of Pay, seniority, benefits or other factors.
- 17.02 When an Employee is transferred at the sole discretion of the Employer to a classification with a lower maximum salary, the Employee shall move to the step, of the lower paid classification which is nearest the salary or equal to that the Employee held in the classification from which they were transferred, whichever is greater, and their anniversary date shall be changed.

##### **Trial Period**

- 17.03 An employee transferred or promoted to a more senior position in the Bargaining Unit shall serve a two (2) month trial period in the new position. During the trial period the Employee may either:
- (a) return to their former position at the Employee's request if available; or
  - (b) be returned to their former position by the Employer;

but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position consistent with their abilities and/or qualifications, which position may not be in the same classification.

#### ARTICLE 18

##### Acting Incumbents

- 18.01 An Employee designated by the Employer to temporarily perform the principle duties of a higher paid classification for a period of three (3) consecutive working days or longer, shall be advanced to that step in the new range which is next higher than their current rate of pay or to the step which is next higher again if such salary increase is less than the employee's normal increment on the former salary range. The total amount of such payment shall not exceed the maximum Basic Rate of Pay of the higher paid classification.

- 18.02 An Employee designated by the Employer to temporarily perform the principle duties of a classification of greater responsibility outside the scope of the Bargaining Unit for a period of three (3) consecutive working days or more shall, in addition to their Basic Rate of Pay, be paid a premium to be determined by the Employer.
- 18.03 An Employee designated by the Employer to temporarily perform the principle duties of a lower paid classification within the Bargaining Unit shall not have their Basic Rate of Pay adjusted.

ARTICLE 19  
Reclassification and Promotions

- 19.01 Copies of job descriptions and, if applicable, classification specifications, shall be made available within the appropriate department(s) and to each appropriate Employee upon request.
- 19.02 An Employee's written request to the Human Resources Manager for a classification or job review will be dealt with within three (3) months of receipt, including written decision to the Employee. The review will be based on the job as it was on the date of the request for review. The reclassification shall be effective the first (1<sup>st</sup>) of the month of submission to Human Resources.
- 19.03 An Employee whose position is reclassified to one with a higher Basic Rate of Pay shall be advanced to that step in the new range which is next higher than their current rate of pay or to the step which is next higher again if such salary increase is less than the Employee's normal increment on the former salary range. The total amount of such payment shall not exceed the maximum Basic Rate of Pay of the higher paid classification in which the Employee is reclassified. The anniversary date shall be changed to the first (1<sup>st</sup>) of the month in which the reclassification is effective.
- 19.04 An Employee who is reclassified to a more senior position in the Bargaining Unit shall serve a trial period of up to two (2) months worked in the new position. During the trial period the Employee may either:
- (a) return to their former position at the Employee's request; or
  - (b) be returned to their former position;
- but in either circumstance, at the sole discretion of the Employer, the Employee may be assigned to a similar position consistent with their abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to promotion, but shall be in the same classification.



- 19.05
- (a) An Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of their own, shall not have their Basic Rate of Pay altered from the Basic Rate of Pay the Employee was earning on the date their position was reclassified until such time as the Basic Rate of Pay in the lower employment classification exceeds the Basic Rate of Pay in effect on the date of reclassification, and their anniversary date shall not be changed.
  - (b) Where applicable, an Employee so affected shall continue to accumulate entitlement to the job rate of pay in the lower classification.
  - (c) It is understood, however, that the foregoing does not apply in the case of Employee demotion for causes relating to job performance or conduct.
- 19.06
- (a) When the duties of a classification specification are created or significantly altered by an action of the Employer during the life of this Collective Agreement which falls within the Bargaining Unit, the Employer shall give written notice to the Union of the new or altered classification and the proposed Basic Rate of Pay for such classification within one (1) month.
  - (b) The Union may contest the proposed Basic Rate of Pay by sending written notice to the Employer. A notice to contest the Basic Rate of Pay must be sent to the Employer not later than one (1) month from the date of the Employer's notice.
  - (c) The Parties shall attempt to resolve the Basic Rate of Pay through negotiations. Should the two (2) Parties fail to reach an agreement through negotiations, the grievance procedure shall apply commencing at Step II.
  - (d) The proposed Basic Rate of Pay for the new or altered classification shall remain in effect until such time as it is amended as a result of negotiations or the resolution of the grievance regarding the proposed Basic Rate of Pay. Such amended Basic Rate of Pay will be effective from the date of written notice from the Employer to the Union.
- 19.07
- The time limits prescribed in the preceding sections may be extended by mutual agreement of the Parties. Such agreement shall be made in writing.

## ARTICLE 20

### Hours of Work

- 20.01
- (a) The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:
    - (i) thirty-six and one-quarter (36 1/4) hours per week;

- (ii) thirty-eight and three-quarters (38 3/4) hours per week;
- (iii) forty (40) hours per week;
- (iv) the equivalent of (i), (ii), or (iii) above on a monthly or annual basis.

(b) The application of the hours of work stated herein will be consistent with current hours of work in effect for classifications covered by this Collective Agreement.

20.02 An Employee's pay shall be based on the hours worked by an Employee.

20.03 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period of six (6) hours or longer, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but less than six (6) hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite unless otherwise approved by the manager. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.

20.04 A meal period of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Clause 20.05.

20.05 An Employee who is directed by a manager to remain due to operational requirements at their station of employment during the Employee's meal period shall be paid for such meal period at their regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.

20.06 An Employee shall not be required to work a split shift involving a break between work periods longer than the specified meal period except where there is mutual agreement between the Parties to this Agreement.

#### Shift Schedules for Continuous Operations

20.07 The first shift of the day shall be the shift wherein the majority of hours fall between 00:00 and 08:00 hours.

20.08 The work week shall commence at 00:00 hours on Sunday.

20.09 The schedule of hours to be worked and days off work shall be posted at the Employee's workstation at least two (2) weeks in advance and the schedule shall be for a duration of at least three (3) weeks.

- 20.10 Employees may, in the course of their regular duties, be required to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.
- 20.11 Each Employee shall have two (2) consecutive days off per seven (7) consecutive calendar days; however, no Employee shall be scheduled to work more than eight (8) consecutive calendar days without consecutive days off, unless otherwise mutually agreed. This clause is not intended to provide only for a 5 on 2 off rotation.
- 20.12 Where operational requirements permit, Employees shall be scheduled so that their days of rest fall on a Saturday and the following Sunday at least once in every three (3) weeks or the equivalent ratio, unless otherwise mutually agreed.
- 20.13 Except where otherwise mutually agreed, Employees who are required to rotate shifts shall under normal circumstances be assigned day duty at least one-third (1/3) of the assigned work days during a three (3) month period.
- 20.14 Subject to approval of the Employer, Employees may exchange shifts.
- 20.15 Additional Hours of Work
- (a) Additional hours of work shall be distributed by seniority to Part Time Employees first. Part-time Employees who wish to be considered for additional hours of work shall indicate the extent of their availability to the Employer in writing. The distribution by seniority shall be on a rotational basis.
  - (b) In the event that the shift cannot be filled as per 20.16(a), shift shall be offered to casual Employees on a fair rotational basis.
  - (c) At the request of the Union or the Employer, the parties agree to meet to discuss the distribution of additional hours of work
- The application of this clause will not entitle the Employee to overtime or call-out payments.
- 20.16 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction shall be effected with the appropriate deduction in regular earnings.

- 20.17 Employees will not have less than fifteen and one-half (15 1/2) hours off between the ending of one shift and the commencement of the next shift, except in the case of overtime work or as otherwise mutually agreed between the Employer and the Employee. Failure to provide at least fifteen and one-half (15 1/2) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during the normal rest period.
- 20.18 Extended/Modified Work Day
- (a) Where the Parties agree to implement a system employing an extended/modified work day, they shall evidence such agreement by signing a document indicating those positions/work areas/programs to which the agreement applies and indicating the implementation timelines, and the resulting amendments to regular hours of work and related articles. The list of positions/work areas/programs may be amended from time to time by the Parties.
  - (c) The Parties agree that with the exception of those amendments when an extended/modified work day is implemented, all other Articles shall remain in full force and effect unless specified differently under 20.19.
- 20.19 An "extended shift" is intended to mean a daily tour of duty exclusive of overtime hours to equal twelve point zero (12.0) hours.
- (a) "Night Shift" shall be from 1900 hours to 0700 hours the following morning.
  - (b) "Day Shift" shall be from 0700 to 1900 hours the same day.
- 20.20 There shall be two (2) unpaid meal periods of thirty (30) minutes each during the extended shift.
- 20.22 There shall be three (3) three paid rest periods of fifteen (15) minutes each during the extended shift.
- 20.21 Schedules shall provide:
- (i) at least 12 hours off between shifts;
  - (ii) no more than four (4) consecutive extended shifts;
  - (iii) at least two (2) consecutive days of rest;
  - (iv) at least twenty-two point five (22.5) hours off duty between shift change-over between extended shifts; and

- (v) at least one weekend off in three (3) averaged over an employee's shift rotation. Approved deviation from the posted schedule which results from an employee initiating an exchange of shifts with other qualified employees shall not increase the cost to the Employer.
- 20.22 Employees shall be paid at the rate of two times (2x) the employee's basic hourly rate of pay for all hours worked in excess of the regular hours of work for the extended work day (12.0 hours), or in excess of 4 consecutive extended shifts.
- 20.23 The annual vacation entitlement that an employee receives under the extended work day schedule shall correspond exactly in hours to the vacation entitlement of a 7.75 hours schedule. All other matters pertaining to annual vacation shall be pursuant to the Collective Agreement.
- 20.24 For full-time employees, the one (1) day off with pay or payment in lieu of Paid Holidays referred to in the Collective Agreement shall be paid at 7.75 hours per Named Holiday, and in no instance shall a full-time employee be paid in excess of ninety-three (93) hours annually for such Paid Holiday benefit.
- 20.25 A casual employee may be called for an extended work day. Where the casual employee is assigned to replace another employee in a regularly scheduled extended work day shift or position within the bargaining for a period of three months or less, the hours in the extended workday will not be regarded as overtime.
- 20.26 Optional Scheduling Provisions
  - (a) Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.
- 20.27 When a full shift becomes available due to illness or vacation, the full shift will be offered to an employee working on that shift at that location. Such shifts shall be distributed in a fair and equitable manner.

## ARTICLE 21

### Overtime

- 21.01 An Employee may be required to work hours beyond the daily full-time regularly scheduled hours, to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be authorized in advance by the Manager.
- 21.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 21.07.

- 21.03 An Employee who has been authorized to work overtime and who is employed in a classification that is not excluded from premium overtime payment shall be compensated as follows:
- (a) Where overtime is controlled on a daily basis:
    - (i) Subject to Clause 21.08, for overtime hours worked on a regularly scheduled work day at two times (2X) their regular hourly salary for the first two (2) hours worked in excess of their regular daily hours and at double their regular hourly salary for hours worked in excess of two (2) hours;
  - (b) For overtime hours worked on day(s) of rest:
    - (i) at two times (2X) their regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, or on their regularly scheduled first day of rest; and
  - (c) at double their regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period:
    - (i) For purposes of this subsection, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours or on a regularly scheduled day of rest, the overtime rates of this subsection shall apply except that an Employee shall not be compensated for travel spent proceeding to and from usual place of work and residence.
- 21.04 Any overtime worked by the Employee may be claimed as compensatory time off with pay in lieu of a cash settlement. However, compensatory time off shall be scheduled before the end of the current fiscal year (March 31) to be taken at a mutually agreeable time within twelve (12) months from the date that the overtime was worked. All overtime not scheduled and approved as compensatory time off by the end of the current fiscal year shall be paid out in cash.
- 21.05 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of their normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime rights to an Employee.
- 21.06 (a) An Employee who is required to attend a training course or seminar on their normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of their normal daily hours of work for that period.

- (b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, the Employee shall be paid at straight time rates for the hours spent on training to a maximum of their normal daily hours of work for that period.
- (c) An Employee who is required to attend a training course or seminar which necessitates travel outside of the City of Camrose in which the Employee is employed shall be compensated at straight time rates for the actual hours spent in travel, provided such travel time is in excess of their normal daily or weekly hours of work. Travel time shall not be included towards fulfilling any quarterly, tri-annual or semi-annual balancing period.

- 21.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 21.08 Overtime pay shall be calculated from the Basic Rate of Pay in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.
- 21.09 Part-time Employees working less than the normal hours of work stated in Clause 20.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for Full-time Employees in the same Classification, after which the overtime provisions of Clause 21.03 shall apply.

## ARTICLE 22

### On-Call Duty

- 22.01 (a) When an Employee is designated to be immediately available to return to work during a period in which they are not on regular duty, the Employee shall be paid the amount of one-half (1/2) hour's pay at their regular rate for each four (4) hours on "on-call duty" or portion thereof on a day that is not a named holiday. For "on-call duty" on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on "on-call duty" or portion thereof.
- (b) For purpose of the Article, "immediately available" shall be defined as the Employee's ability to respond while on-call within twenty (20) minutes of the call-out, and be located no further than thirty (30) kilometres from the facility while on-call.
- (c) When an Employee, while on "on-call duty," is unable to report to work when required, no compensation shall be granted for the total on-call period.

- (d) When an Employee is called out to work during a period in which they were on "on-call duty" the Employee shall be compensated pursuant to Article 22.01(a) above for hours they were on "on-call duty" and paid pursuant to Article 23 for the hours worked on call-out.
- (e) When an Employee, who has been assigned on-call duty, is consulted by telephone and is authorized to handle client matters without returning to the workplace, such Employee shall be paid at the overtime rate for the total accumulated time spent on the telephone consultations(s), and corresponding required documentation, during the on-call period. If telephone consultation has been provided by the Employee and the total accumulated time spent on such telephone consultation and corresponding required documentation, during the on-call period, is less than 30 minutes, the Employee shall be compensated at the overtime rate for 30 minutes.
- (f) An Employee shall not normally be required to be on "on-call duty" on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified staff are available.

### ARTICLE 23

#### Call-Out

- 23.01
  - (a) When a Full-time Employee is called out to work outside of scheduled working hours, they shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates whichever is the greater.
  - (b) Any subsequent call prior to the Employee leaving the workplace shall be considered one (1) call for the purpose of determining minimum call-out pay.
- 23.02 An Employee who is called out to work on a paid holiday in accordance with Article 22.01 (b) or 23.01 shall receive:
  - (a) pay for all time worked at the overtime rate in Article 21.01; and
  - (b) time off at their Basic Rate of Pay for the actual hours worked.
- 23.03 When a call-out forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled shift and the normal working hours shall not be reduced as a result of such call-out except by mutual consent.



ARTICLE 24  
Reporting Pay

- 24.01 In the event that an Employee reports for work as scheduled and is requested by the Manager to return home, the Employee shall be compensated by a payment of three (3) hours pay at their Basic Rate of Pay, or for the total number of hours worked at their Basic Rate of Pay, whichever is greater.

ARTICLE 25  
Shift Differential

- 25.01 Where, because of operational requirements, an Employee is scheduled by the Employer to work shifts, that Employee shall receive, effective the date of ratification:
- (a) For all Employees: two dollars and seventy-five (\$2.75) cents per hour for working a shift where the majority of hours in such shift fall between 1600 (4:00 P.M.) and 0800 (8:00 A.M)
  - (b) In addition all Employees: two dollars and twenty-five (\$2.25) cents per hour for working a shift where the majority of regular hours worked fall between 2300 (11:00 PM) and 0700 (7:00 AM).
- 25.02 At no time shall Shift Differential be included with the Employee's Basic Rate of Pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.
- 25.03 Shift Differential shall not be paid on any hours for which an Employee receives overtime compensation.

ARTICLE 26  
Weekend Premium

- 26.01 An Employee who works Saturday or Sunday of their regularly scheduled work week, shall receive effective the date of ratification:
- (a) For all Employees: A Weekend Premium of three dollars and twenty-five (\$3.25) cents for each hour worked from midnight Friday to midnight Sunday. The Weekend Premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.
- 26.02 At no time shall Weekend Premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 27  
Named Holidays

27.01 (a) The following are considered paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Day	

and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.

(b) In addition to the foregoing named holidays, Employees who are employed as of October 1<sup>st</sup> of each contract year, shall be granted an additional "floater" holiday in that contract year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

27.02 To qualify for a named holiday with pay the Employee must:

- (a) work their scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the paid holiday when scheduled or required to do so.

**Full-time Employees**

27.03 An Employee obliged in the course of duty to work on a named holiday shall be paid for all hours worked on the named holiday at one and one-half times (1 1/2 X) their Basic Rate of Pay plus:

- (a) by mutual agreement, a day added to the Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the named holiday; or
- (c) one (1) regular day's pay.

- (d) where applicable, an Employee shall receive, in addition to the above, compensating time off at their Basic Rate of Pay for all hours worked in excess of normal daily hours referred to in Article 20.01.
- (e) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay. Plus:
  - (i) by mutual agreement, a day added to the Employee's next annual vacation; or
  - (ii) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) days after the named holiday; or
  - (iii) one (1) regular day's pay.

27.04 Should a named holiday fall during an Employee's vacation period, that day shall be taken off as the Named Holiday day at the Basic Rate of Pay.

27.05 When a named holiday falls on a Full-Time Employee's regularly scheduled day off, the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Employee's regular days off within thirty (30) calendar days after the named holiday; or
- (c) one (1) regular day's pay in lieu of the named holiday.

27.06 No payment shall be made for any named holiday occurring during a layoff or unpaid leave of absence.

27.07 The Employer shall endeavor to schedule an Employee in such a manner as to provide them with days off on at least three of the actual named holidays as provided in Article 27.01. Where possible, each Employee shall be given either Christmas Day or New Year's Day off.

#### **Part-time and Temporary Employees**

- 27.08 (a) On each pay cheque Part-time and Temporary Employees shall be paid, in addition to their Basic Rate of Pay, five percent (5%) of their Basic Rate of Pay in lieu of named holiday benefits.
- (b) Part-time and Temporary Employees required to work on a named holiday shall be paid at one and one-half times (1 1/2 X) their Basic Rate of Pay for such work.

- (c) Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay.

ARTICLE 28  
Annual Vacation

28.01      Vacation Entitlement

Subject to Article 34.07(d), during each year of continuous service in the employ of the Employer, a Full-time Employee shall earn vacation with pay at the Basic Rate of Pay to be taken in the next following vacation year in proportion to the number of months worked during the vacation year, except as provided for in Article 28.05. The rate at which vacation is earned shall be governed by the total length of such employment as follows:

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:
- (i) during the first (1<sup>st</sup>) years of such employment an employee earns a vacation at the rate of fifteen (15) working days (one hundred sixteen point two five (116.25) hours);
  - (ii) during the second (2<sup>nd</sup>) to ninth (9<sup>th</sup>) years of employment, an Employee earns vacation at the rate of twenty (20) working days (one hundred and fifty-five (155) hours);
  - (iii) during the tenth (10<sup>th</sup>) to nineteenth (19<sup>th</sup>) years of employment, an Employee earns vacation at the rate of twenty-five (25) working days (one hundred ninety-three point seven five (193.75) hours); and
  - (iv) during the twentieth (20<sup>th</sup>) and subsequent years of employment, an Employee earns a vacation at the rate of thirty (30) working days (two hundred thirty-two point five (232.5) hours).
- (b) Supplementary Vacation

Upon having reached the employment anniversary of 25 years of continuous service, Full Time Employees shall have earned an additional five (5) work days' vacation with pay, to be scheduled at a mutually agreed subsequent time in accordance with Article 28.02.

Upon having reached the employment anniversary of 30 years of continuous service, Full Time Employees shall have earned an additional five (5) work days' vacation with pay, to be scheduled at a mutually agreed subsequent time in accordance with Article 28.02.

Upon having reached the employment anniversary of 35 years of continuous service, Full Time Employees shall have earned an additional five (5) work days' vacation with pay, to be scheduled at a mutually agreed subsequent time in accordance with Article 28.02.

Upon having reached the employment anniversary of 40 years of continuous service, Full Time Employees shall have earned an additional five (5) work days' vacation with pay, to be scheduled at a mutually agreed subsequent time in accordance with Article 28.02.

Upon having reached the employment anniversary of 45 years of continuous service, Full Time Employees shall have earned an additional five (5) work days' vacation with pay, to be scheduled at a mutually agreed subsequent time in accordance with Article 28.02.

28.02 Employees shall have seniority considered when granted their choice of vacation periods during the vacation year, but the right to allot vacation periods is reserved by the Employer in order to ensure operational efficiency. In the event that the Employer and the Employee cannot agree upon the date of commencement of an Employee's vacation, the Employer shall set a vacation period and shall attempt to give thirty (30) calendar days' notice, but in no circumstances shall give less than fourteen (14) calendar days' notice in advance. The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the period between June 1<sup>st</sup> and September 30<sup>th</sup> inclusive.

28.03 Vacation leave may be taken:

- (a) in one (1) continuous period;
- (b) in separate periods of not less than five (5) consecutive work days, not more than one (1) of which will be allowed to fall in whole or in part between June 1<sup>st</sup> and September 30<sup>th</sup> inclusive except when such period is not requested by another Employee;
- (c) in lieu of one (1) five (5) consecutive work day period, five (5) single work days off or in some other combination provided the total does not exceed five (5) work days, unless the Employer agrees otherwise.

28.04 When an Employee is required to work during their vacation they shall receive pay of two times (2 X) their Basic Rate of Pay. Hours worked while on vacation shall not be deducted from the Employee's vacation credits.

28.05 An Employee who terminates their service or who is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

28.06 An Employee shall earn vacation leave pursuant to Article 28.01 during the following authorized absences:

- (a) education leave financially assisted by the Employer;
- (b) sick leave for the first sixty (60) consecutive calendar days;
- (c) any other leave of absence with or without pay for the first thirty (30) calendar days.

28.07 An Employee who is admitted to hospital because of an acute illness; that would have been working days if the Employee was not on vacation, shall have these hospitalized day(s) reinstated for future use upon production of a medical certificate.

28.08 For the purposes of this Article, "vacation year" shall mean the period commencing on the first (1<sup>st</sup>) day of January in one calendar year and concluding on the last day of March in the following calendar year.

#### Part time & Temporary Employees

28.09 Vacation will be paid out monthly for Temporary Employees and banked for Part time Employees. Part time Employees may exercise the option of vacation payout monthly, but may exercise their right to either option only once annually by notifying the Payroll Department by December 1<sup>st</sup>.

- (a) On each pay cheque Part-time and Temporary Employees shall be paid in addition to their Basic Rate of Pay, six percent (6%) of their Regular Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to three (3) weeks leave without pay for their vacation after completing twelve (12) calendar months of continuous employment. Vacation entitlement is prorated to FTE.
- (b) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with ~~three~~ two (3) (2) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, eight percent (8%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to four (4) weeks leave without pay for their vacation. Vacation entitlement is prorated to FTE.
- (c) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with ten (10) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, ten percent (10%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to five (5) weeks leave without pay for their vacation. . Vacation entitlement is prorated to FTE.

- (d) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with twenty (20) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, twelve percent (12%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to six (6) weeks leave without pay for their vacation. . Vacation entitlement is prorated to FTE.

28.10 Part-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.

28.11 Vacation Entitlement for regular part time employee will be calculated in accordance with the following formula:

Regular hours worked excluding overtime, during the preceding employment year	X	The applicable percentage (%) as outlined below	=	Number of paid vacation hours to be taken
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Subject to Article 28.02, 28.03, 28.04, 28.05, 28.06, 28.07, 28.08.

#### ARTICLE 29 Sick Leave

29.01 Sick Leave is defined as a form of insurance against illness, quarantine by a medical officer of Alberta Health, or an accident for which compensation is not payable under the Worker's Compensation Act.

29.02 The Employee shall be allowed a credit for sick leave, computed from the date of employment, at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days, provided that an employee shall not be entitled to apply sick leave credits prior to the completion of the probation period.

29.03 Part-time Employees shall accrue sick leave credits in accordance with Article 29.14 to a maximum level of sick credits that is pro-rated with the size of their position.

29.04 Sick Leave credits shall not accrue during any period of sick leave in excess of one (1) month.

29.05 An Employee granted sick leave shall be paid for the period of leave at the Employee's Basic Rate of Pay, and the number of days thus paid will be deducted from credits accumulated at the time sick leave commenced.

29.06 When an Employee has earned the maximum sick leave credit, that Employee shall no longer accrue sick leave credits until such time as the total accumulation is reduced. At that time the Employee shall recommence accumulating sick leave credits.

- 29.07 Sick leave shall not be granted for pregnancy, but sick leave may be granted for related complications.
- 29.08 Employees reporting sick shall do so to the manager as soon as possible.
- 29.09 The Union will cooperate and work with management in controlling usage of sick leave.
- 29.10 Sick leave will be granted for dental and medical appointments.
- 29.11 This Article is subject to 29.13 (Proof of Illness).
- 29.12 Proof of Illness
- (a) Employees may be required to submit proof satisfactory to the Employer of an illness, non-occupational accident, or quarantine. Such proof shall be in the form of a medical certificate or sworn statutory declaration. An Employee shall submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work has been granted for such appointment. Where an Employee has paid a fee for such proof, the full fee shall be reimbursed by the Employer.
  - (b) The Employer may require that any Employee undergo a medical examination by a physician:
    - (i) in the case of prolonged or frequent absence, or
    - (ii) when it is considered that an Employee is unable to satisfactorily perform their duties.
  - (c) Pursuant to Clause 29.13(c), an Employee shall be entitled to have their personal physician or other physician of their choice act as their counsel before the physician, appointed by the Employer, when undergoing a medical examination. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the physician conducting the medical examination shall be sent to the Employee's physician.
  - (d) Where an Employee has been medically examined by a physician and is also applying for LTD benefits, a copy of the report of the physician who conducted the medical examination shall be considered as part of the Employee's application.
  - (e) When an Employee has been on illness leave and wishes to return to work, the Employee shall be required to provide medical evidence stating that the Employee is fit to perform all regular duties.
  - (f) The Parties agree that sick leave benefits are intended only for the purposes of protecting an Employee from loss of income at Basic Rate of Pay when the Employee is ill.



29.13 Sick Leave Benefits Applicable to Part-time Employees

- (a) The provisions of Article 29, Sick Leave, shall apply to Part-time Employees, except that the yearly entitlements specified shall be prorated, after the first year of employment, on the basis of hours worked as compared to full-time hours over the preceding year's employment. Entitlements during the first year of employment shall be fifty percent (50%) of full-time entitlement.

ARTICLE 30  
Workers' Compensation

- 30.01 If an Employee sustains an injury in the course of their duties with the Employer which causes him to be absent from work, and as a result is eligible to receive Workers' Compensation, they shall be paid their regular full salary during the period they are required to remain off work up to eighty (80) consecutive work days.
- 30.02 The foregoing Article 30.01 shall not exclude an Employee from sick benefits for periods of absence due to an accident which is not compensable under The Workers' Compensation Act, and such cases shall be dealt with under Article 29. The eligibility period specified in Article C31.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 30.03 When a day designated as a paid holiday under Article 27 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

ARTICLE 31  
Prepaid Health Benefits

- 31.01 The Employer shall contract for and provide the following group plans as outlined in this Article for eligible and participating Full-time and Part-time Employees in accordance with the provisions of the plans and as subject to the requirements of the Insurers:
- Extended Medical Benefit Plan,
  - Dental Plan,
  - Long Term Disability Insurance Plan,
  - Life Insurance:
    - Optional Group Life
    - Basic Group Life
    - Dependent Life
    - Accidental Death and Dismemberment (AD & D)

- Occupational Accident

- 31.02 The implementation and operation of the Health Boards Association Services (HBA) Benefit Plan, or the equivalent, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions of the policies and contracts entered into with the underwriters of the plans.
- 31.03 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 31.04 The HBA, on behalf of all Employer hospitals, will provide one (1) copy of each of the plans to the Provincial Office of the Alberta Union of Provincial Employees. Where the HBA Plan is not in force in any given hospital, that hospital will provide a copy of its plan to the Union.

(A) Health Plan Benefits

- A31.01 All "Full-time" and "Part-time" Employees are eligible to participate in the Health Care Plan Benefits and the Employer shall pay:
- (a) seventy-five percent (75%) of the cost of the family premium where the Employee and their family are covered under the Plan; or
  - (b) seventy-five percent (75%) of the cost of the single premium where only the Employee is covered under the Plan;
  - (c) seventy-five percent (75%) of the cost of the monthly premium for those Employees who participate in the Hospital Employees' Group Extended Medical Benefits Plan.
- A31.02 An Employee on approved Employer business outside of Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Plan and the Hospital Employees' Group Extended Medical Benefits Plan.

(B) Insurance

- B31.01 All "Full-time" and "Part-time" Employees are eligible to participate in the Insurance Plans and these plans will be governed by the plan document which contains all governing terms of the plans. A summary of these plans is as follows:

- (a) The amount of Basic Group Life Insurance for an eligible Employee is equivalent, at the Employee's option, to either:
  - (i) One times (1 X) basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance of \$125,000.00; or
  - (ii) Two times (2 X) basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance of \$125,000.00.
- (b) Each Employee insured for Basic Group Life Insurance under Sub-Clause (a), shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal sum equivalent to the Employee's amount of Basic Group Life Insurance.
- (c) The Employer shall pay seventy five per cent (75%) and the Employee shall pay twenty five per cent (25%) of the monthly premium costs where an Employee is covered for the insurance pursuant to Sub-Clauses (a) and (b) above.
- (d) The Employer shall administer a policy of Optional Dependent's Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage.
- (e) All insurance coverage specified under Clause A31.01 shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policyholder. The Union shall be provided with a copy of the policy of insurance and any amendments to the policy.

**B31.02 Accidental Death and Dismemberment Insurance for Employees not insured under Clause 31.01:**

- (a) The Employer shall maintain a Master Insurance Policy for all eligible Employees covered by this Agreement who are not insured for the insurance specified in Clause 31.01 that provides insurance coverage up to a maximum principal sum of \$125,000.00 in the event of accidental death or dismemberment resulting from injury occurring while working for the Employer including traveling on Employer business.

- (b) The Employer shall pay seventy five per cent (75%) and the Employee shall twenty five per cent (25%) of the monthly premium costs where an Employee is covered for the insurance pursuant to Sub-Clause (a) above.
- (c) Coverage provided shall be in accordance with the terms and conditions of the Master Policy of Insurance of which the Employer is the policyholder. The Employer shall provide the Union with a copy of the policy and any letter of intent issued by the Insurer.

B31.03 The Employer shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the terms and conditions of the Master Comprehensive General Liability Policy of which the Employer is the policyholder.

(C) Long Term Disability (LTD)

- C31.01 All "Full-time" and "Part-time" Employees are eligible to participate in the Long Term Disability (LTD) Plan and all eligible Employees shall be covered in accordance with the provisions of the Plan.
- C31.02 The Employer shall seventy five per cent (75%) and the Employee shall pay twenty five per cent (25%) of the monthly premium costs for Long Term Disability benefits.
- C31.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of one hundred and twenty (120) consecutive work days, may apply for long term disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits with the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.
- C31.04 Long Term Disability benefits payable under the provisions of the LTD Plan will entitle an Employee with a qualifying disability to a total income, from sources specified under Clause C31.05, of not less than sixty-six and two-thirds percent (66 2/3%) of monthly salary received or entitled to receive as an Employee at the time of commencement of LTD benefits pursuant to Clause C31.03 up to a maximum benefit of seven thousand (\$7,000) dollars per month.
- C31.05 The monthly LTD benefit amount to which an Employee is entitled shall be reduced by:

- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan;
- (b) the amount of Workers' Compensation entitlement;
- (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer;
- (d) vacation leave pay;
- (e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Clause C31.06.

- C31.06
- (a) An Employee who, after qualifying for LTD benefits, returns to work or enters a recognized training program and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Clause C31.03 (pre-disability salary), shall have the monthly LTD benefit payable to him by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary.
  - b) Where the combination of reduced LTD benefits and income received pursuant to sub-clause C31.06 (a) is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the pre-disability salary.

C31.07      An Employee who receives LTD benefits and who, at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, Extended Medical Benefits Plan, Insurance Plan and Dental Plan, shall continue to be covered under those plans in which they are participating throughout the total period the Employee is receiving LTD benefits, subject to the provisions of the respective benefit plans. The Employer and Employee premium contributions, if applicable, shall continue so long as the Employee remains eligible under the respective plans.

C31.08      The LTD benefit applicable to Employees covered by this Article shall not be altered except through negotiation by the Parties to this Agreement.

- C31.09
- (a) The Employer shall retain the full amount of any premium reduction or rebate allowable on unemployment insurance by the Unemployment Insurance Commission which is granted as a result of the benefits covering Employees to which this Agreement applies.
  - (b) The premium reduction or rebate referred to in (a) above shall be recognized as the Employee's contribution towards the LTD benefit provided.

(D)

Dental Plan

D31.01 All "Full-time" and "Part-time" Employees are entitled to benefits governed by the Usual and Customary Fee Guide.

D31.02 The Employer will pay:

- (a) seventy-five per cent (75%) of the cost of the family premium where the Employee and their family are covered under the Plan; or
- (b) seventy-five per cent (75%) of the cost of the single premium where only the Employee is covered under the Plan;

D31.03 An eligible Employee's dependent(s) shall be covered under the Dental Plan while the Employee is covered and the dependent person is:

- (a) the Employee's legal spouse; or
- (b) the Employee's benefit partner who has cohabited with the Employee for at least one (1) year provided that the Employee does not have a dependent spouse to whom the Employee is legally married and the benefit partner has been a dependent of the Employee and is known in the community in which they live as the Employee's consort; or
- (c) an unmarried child of the Employee and/or the Employee's spouse, including any step-child, who is:
  - (i) under eighteen (18) years of age; or
  - (ii) eighteen (18) or over but less than age twenty-five (25) and is a registered student in full-time attendance in the public school system or at a University or similar institute of learning; or

- (iii) of any age and incapable of self-sustaining employment by reasons of mental retardation or physical handicap, and in all cases is chiefly dependent on the Employee for financial support and maintenance.
- D31.04 The Plan will reimburse an Employee, for dental services provided to each Employee while covered and each eligible dependent, as follows:
  - (a) 80% of the cost of Basic Dental Services and 50% of the cost of Major Dental Services up to a maximum of \$2,500.00 for each covered person in a benefit year; and
  - (b) 50% of the cost of the Orthodontic Dental Services up to a lifetime maximum of \$2,500.00 for each covered person.
- D31.05 Benefit year means the period of the twelve (12) months beginning on April 1<sup>st</sup> in one year and ending on March 31<sup>st</sup> in the next year.
- D31.06 The dental services reimbursed under Section D shall not exceed the amounts specified in the Alberta Dental Association Fee Guide in force on the date the dental services were provided.
- D31.07 BASIC DENTAL SERVICES covered under the Dental Plan include:
  - (a) Each of the following five (5) procedures is covered twice in a benefit year:
    - (i) oral examination;
    - (ii) oral hygiene instructions;
    - (iii) prophylaxis (the cleaning and scaling of teeth);
    - (iv) bite-wing X-rays;
    - (v) topical application of fluoride solutions.
  - (b) Full mouth series of X-rays, provided that a period of at least twenty-four (24) consecutive months has elapsed since this service was last rendered.
  - (c) Tooth extractions and related procedures.
  - (d) Tooth fillings - amalgam, silicate, acrylic and composite.

- (e) Dental surgery, including diagnostic, laboratory and general anesthesia required in relation to the dental surgery.
- (f) Necessary treatment for relief of dental pain.
- (g) The cost of medication and its administration when provided by injection in the dentist's office.
- (h) Space maintainers for missing primary teeth and habit breaking appliances.
- (i) Consultations required by the attending dentist.
- (j) Endodontic treatment (root canal therapy).
- (k) Periodontic treatment (treatment and prevention of diseases and/or conditions of the gums).
- (l) Relining, rebasing, adjusting or repairing of existing dentures.

**D31.08 MAJOR DENTAL SERVICES under the Dental Plan include:**

- (a) Provision of crowns and inlays.
- (b) Provision of initial prosthetic appliance (for example: fixed bridge restorations, removable partial or complete dentures).
- (c) Replacement of an existing prosthetic appliance under the following conditions:
  - (i) the existing appliance is at least five (5) years old and cannot be made serviceable; or
  - (ii) the replacement is required to replace a temporary bridge or denture with a permanent bridge or denture; or
  - (iii) the replacement is necessitated by the extraction of additional natural teeth and the extraction occurred while the claimant was covered under this Plan.



- (d) Procedures involving the use of gold only if treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. If such treatment could have been rendered at a lower cost by means of a reasonable substitute, only the expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.

- D31.09 ORTHODONTIC DENTAL SERVICES under the Dental Plan include: oral examination, diagnostic procedures, surgery, extractions, adjustments and appliances all in respect of orthodontic procedures.
- D31.10 A claim must be submitted within twelve (12) months following the date the dental services are provided to the Employee and their eligible dependents in order for the expenses to be reimbursed from the Plan.
- D31.11 An Employee information brochure on the Dental Plan will be available to each eligible Employee.
- D31.12 The Employer shall determine the claims and administration procedures for the Plan including associated independent third party administrative services.
- D31.13 This Supplement provides a general description of the Dental Plan. The Plan will be governed by the Dental Plan document which contains all the terms of the Dental Plan. The Employer shall provide the Union with a copy of the Dental Plan document.

(E) Flexible Spending Account

- E31.01
  - (a) The Employer who are in the employ of the Employer as of December 1<sup>st</sup> and meet eligibility rules in accordance with Article 31.
  - (b) A sum of nine hundred dollars (\$900.00) shall be allocated by the Employer to the Flexible Spending Account for each Full Time Employee.
  - (c) Part Time Employees shall be pro-rated based on their FTE in accordance with (a) and (b) above.

- (d) The Flexible Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of the implementation and during the course of operation of the Flexible Spending Account.

ARTICLE 32  
Pension Plan

- 32.01 (a) All eligible Full-time and Part-time Employees shall participate in the Local Authorities Pension Plan.

ARTICLE 33  
Occupational Health and Safety

- 33.01 The Parties will cooperate to the fullest extent in the matters of occupational health, safety and accident prevention.
- 33.02 (a) The Local shall select up to four (4) members to serve on the OH&S Committee. This committee may include representatives from other unions on the work site. This committee shall also include representatives from management, not to exceed the number of union representatives.
- (b) Time spent in meetings of this Committee shall be at the Basic Rate of Pay, which shall not be included for purposes of computing overtime.
- (c) In accordance with its terms of reference, such Committee shall make recommendations to the Parties regarding the improvement of health and safety practices.
- (d) Safety and Health will be included in the orientation program for new Employees.
- 33.03 (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses, which can respond to therapy, and treatment and that absence from duty due to such therapy or treatment shall be considered as sick leave.
- (b) An Employee whose work performance is adversely affected by a condition or behaviour related but not necessarily restricted to those mentioned in (a) above, may be referred by their manager to the Employee and Family Assistance Program, or equivalent, subject to the Employee's agreement.
- 33.04 (a) The Employer shall provide all protective devices, equipment and clothing where required under the Occupational Health and Safety Act.

- (b) Where, in the opinion of the Employer, safety footwear is required, the Employer shall reimburse the Employee(s) for the cost of replacing safety footwear once every two (2) years, to a limit of two hundred dollars (\$200.00).

ARTICLE 34  
Leave of Absence

34.01      A.      Special Leave

An Employee who requires time off from work, may be granted special leave without loss of pay upon approval by the manager at their work place. The circumstances under which special leave may be approved are subject to Clause 34.01B and subject to the corresponding yearly maximum number of workdays as follows:

- (a)      Illness within the immediate family - four (4) days;
- (b)      Bereavement – five (5) calendar days around the date of the funeral;
- (c)      Administration of estate - two (2) days;
- (d)      Be present at birth or adoption proceedings of the Employee's child - one (1) day;
- (e)      Attend formal hearing to become a Canadian Citizen - one (1) day.

B.      For purposes of determining eligibility for special leave under Clause 34.01A, the following provisions shall apply:

- (a)      illness within the immediate family - time off work may be granted leave without loss of pay for a period of up to four (4) working days, if there is an illness in the immediate family. Family illness shall be extended by up to two (2) additional days if travel is necessary to a location in excess of three hundred and twenty (320) kilometers from the Employee's residence.

"Immediate family" for this Article shall be defined as spouse (including benefit partner), son, daughter, mother or father.

The leave of absence shall not include taking the family member to a medical, dental, optical, or other such appointment, unless there is no other family member available to take the family member to an appointment. This article is not intended for reasons other than medically related. Employees may be required to provide proof satisfactory to the Employer of any absence due to taking a family member to a medical appointment.

- (b) bereavement - time off work will be granted in the event of the death of the Employee's spouse (including benefits partner), or any of the following relatives of an employee or spouse (including benefit partner): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, , brother, sister.
- (c) Bereavement leave shall be extended by up to two (2) additional days if travel is necessary to a location in excess of three hundred and twenty (320) kilometers from the Employee's residence.
- (d) administration of estate shall apply only when an Employee has been designated as an executor or administrator of the estate.
- (e) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

34.02 The maximum annual leave specified for each circumstance requiring use of special leave shall not be exceeded. However, additional bereavement leave may be approved by the Employer where bereavement leave has already been utilized within a calendar year.

#### 34.04 Maternity-Leave

- (a) An Employee who has completed ninety (90) days of continuous employment shall, upon their written request providing at least two (2) weeks advance notice, be granted maternity leave.
  - (i) Maternity leave will become effective thirteen (13) weeks immediately preceding the expected date of delivery or such shorter period as may be requested, provided that the Employee commences maternity leave not later than the date of delivery.
  - (ii) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave. If maternity leave has not already commenced in accordance with Article 34.04(a), such maternity leave shall commence on the date that the pregnancy ends. Such maternity leave shall end sixteen (16) weeks after the commencement of the leave.

#### 34.05 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be provided a maternity allowance in accordance with the terms of the Employers SEB policy:
  - (i) has completed one (1) year of continuous employment before the commencement of their maternity leave without pay, and

- (ii) provides the Employer with proof that the Employee has applied for and is in receipt of maternity benefits under the Employment Insurance Plan in respect of insurable employment with the Employer, and
- (iii) has signed an agreement with the Employer stating that:
  - (A) the Employee will return to work on the expiry date of their maternity leave without pay unless the return to work date is modified by the approval of another form of leave

#### 34.06 Parental Leave

An Employee who has completed ninety (90) days of continuous employment shall, upon written request providing at least two (2) weeks advance notice, be granted parental leave.

Parental leave may become effective on the date of delivery or arrival, or later as mutually agreed. The Employee should make every reasonable effort to keep the Employer informed as to the progress of adoption proceedings.

- (a) Parental leave can be taken by the birth mother, the other parent, adoptive parents, or both parents shared between them. Parental leave shall not exceed sixty two (62) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) The Employee may commence parental leave:
  - (i) following the end of their sixteen (16) weeks maternity leave; or
  - (ii) up to two (2) weeks prior to the expected delivery date of the child; or
  - (iii) from any date after delivery or adoption of the child provided that the leave shall end seventy eight (78) weeks from the birth of the child or date of adoption; or
  - (iv) upon one (1) days' notice for the purposes of adoption, provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
  - (v) An Employee requesting an extension of parental leave and who has unused vacation entitlement may be required to take the vacation pay as a part, or all, of the period of the extension.

- (vi) An Employee on maternity leave or parental leave shall provide the Employer with at least fourteen (14) calendar days' notice of readiness to return to work, following which the Employer will reinstate the Employee in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to the Employee up to the date they commenced leave.
- (viii) In the event that during the period of an Employee's maternity leave or parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity leave or parental leave Article 15 (Layoff and Recall) will be applied.
- (c) Maternity, parental and adoption leaves shall be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, LTD or, where applicable, EIC Sub Plan benefits.
- (d) An Employee on such leave shall provide the Employer with two (2) weeks written notice of readiness to return to work following which the Employer will reinstate the Employee in the same position held by the Employee immediately prior to taking leave and at the same step in the pay scale or provide them with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to them to the date the Employee commenced leave. The employee's anniversary date shall be adjusted by the same amount of time as the leave of absence.
- (e) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, LTD or, if applicable, EIC Sub Plan benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

#### 34.07

##### Jury or Witness Duty

- (a) Any Employee required by law to attend jury selection, jury duty or witness duty shall be allowed time off without loss of regular earnings during such absence, but any fee receivable as such juror or witness shall be paid to the Employer.
- (b) An Employee acting as a voluntary witness shall not be paid for such absence.

- (c) An Employee granted leave under these provisions shall report to work during those hours of work that such Employee is not required to attend court.

34.08

Time off for Union Business

- (a) Time off from work without loss of regular earnings at the Basic Rate of Pay shall be provided on the following basis:
  - (i) the grievor and/or one (1) Union Steward for time spent in discussions with representatives of the Employer as outlined in Articles 9, 11.04 and 11.05;
  - (ii) Local appointees not to exceed four (4) in number for time spent in Employee Management Advisory Committee meetings.
- (b) Provided that operational efficiency shall not in any way be disrupted, time off work without pay may be granted to Local members for the following purposes:
  - (i) to attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
  - (ii) to attend Conventions of the Alberta Union of Provincial Employees;
  - (iii) to attend special Union meetings;
  - (iv) members of the Union Negotiating Committee, not to exceed five (5) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
  - (v) members elected as representatives of the Union to attend Seminars and Local Meetings; and
  - (vi) members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated.
- (c) To facilitate the administration of Article 34.058(b), when leave to attend to Union Business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee when on leave plus actual cost of fringe benefits. Should the cost of their replacement be greater than the actual salary plus actual cost of fringe benefits, the Employer shall recover the greater amount.

- (d) When a leave of absence to attend Union business has been approved within a scheduled vacation period, the number of days paid with the scheduled vacation shall be considered as vacation days not taken and may be rescheduled at a later date.
- (e) If an Employee is elected as a member of the Union Executive (President, Secretary Treasure or Vice President) they shall be granted time off.
  - (i) Notwithstanding Article 34.08, when an Employee is elected to serve as a full-time officer on the Union Executive, the Employee may request a secondment from the Employer to perform union duties for the period of their appointment. The application for secondment must be made in writing with as much advance notice as possible. Where the Employer agrees to the request, the Parties agree to negotiate the terms and conditions that will apply to the individual secondment arrangement.

#### 34.09 General Leave of Absence

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer; and
- (b) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

#### 34.10 Provisions Governing Leaves of Absence

- (a) All applications for leave of absence, with the exception of compassionate leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) An Employee who has been granted leave of absence of any kind and who overstays their leave without reason acceptable to the Employer shall be considered to have terminated their employment.
- (c) Except as provided in Article 34.03(d), in the case of leaves of absence without pay of more than thirty (30) calendar days duration, Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as Alberta Blue Cross, etc.
- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue earned vacation in accordance with the provisions of Article 28.06. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.



Caregiver Leaves

## (a) Compassionate/ Terminal Care Leave

- (i) An Employee who has completed at least ninety (90) days of employment, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of twenty seven (27) weeks to care for a qualified relative with a serious medical condition with a significant risk of death within twenty six (26) weeks from the commencement of the leave. Such leave shall end upon the death of the qualified relative, when the Employee ceases to provide care for the qualified relative, or after twenty seven (27) weeks of leave, whichever is earlier.
- (ii) Qualified relative for compassionate/ terminal care leave means a person in a relationship to the Employee as designated in the *Alberta Employment Standards Code* and the *Employment Standards Code Regulations*, including:
  - the Employee's family members: spouse, adult interdependent partner or common-law partner; children (and their partner/spouse); current or former foster children (and their partner/spouse); current or former wards; parents, step-parents and/or current or former guardians (and their partner/spouse); current or former foster parents; siblings, half-siblings, step-siblings (and their partner/spouse); grandchildren, step-grandchildren (and their partner/spouse); grandparents, step-grandparents; aunts, uncles, step-aunts, step-uncles (and their partner/spouse); nieces, nephews (and their partner/spouse); a person the Employee isn't related to but considers to be like a close relative; or,
  - family members of the Employee's spouse, common-law or adult interdependent partner: children (and their partner/spouse); current or former wards; parents, step-parents, foster parents; siblings, half-siblings, step-siblings; grandparents; grandchildren; aunts, uncles; nieces, nephews.

The Employee may be eligible for the compassionate care benefit under Employment Insurance legislation.

- (iii) At the request of the Employee, compassionate/terminal care leave shall be taken in one (1) week increments.

- (iv) Notwithstanding Article 32.02, an Employee shall apply for compassionate leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (b) Critical Illness Leave
  - (i) An Employee who has completed at least ninety (90) days of employment, and is a family member of a critically ill child or a critically ill qualified adult relative, is entitled to leave of absence without pay or benefits:
    - for a period of up to thirty six (36) weeks to care for their critically ill child; or,
    - for a period of up to sixteen (16) weeks to care for a critically ill qualified adult relative.
  - (ii) “Critically ill child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age for whom the Employee would be eligible for parents of critically ill child leave under the *Alberta Employment Standards Code* and regulations.
  - (iii) “Critically ill qualified adult relative” means a person in a relationship to the Employee for whom the Employee would be eligible for critical illness leave under the *Alberta Employment Standards Code* and regulations.
  - (iv) At the request of the Employee, critical illness leave may be taken in one (1) week increments.
  - (v) Notwithstanding Article 32.02(a), an Employee shall apply for critical illness leave at least two (2) weeks in advance of the commencement of the leave and shall advise the Employer if they want to take the leave in weekly increments.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate/terminal care leave or critical illness leave.

#### 34.12

##### Death or Disappearance of a Child Leave

- (a) An Employee who is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to fifty two (52) weeks.

- (b) An Employee who is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime, shall be entitled to a leave of absence without pay for a period of up to one hundred and four (104) weeks.
- (c) An Employee is not entitled to death or disappearance of a child leave if the Employee is charged with the crime that resulted in the death or disappearance of the child.
- (d) The period during which the Employee may take death or disappearance of a child leave:
  - (i) begins on the day on which the death or disappearance occurs, and
  - (ii) ends on the earliest of:
    - the length of the leave specified in Article 34.10 (a) or (b), or
    - in the case of a child who disappears and is subsequently found alive, fourteen (14) days after the day on which the child is found, but no later than the end of the fifty-two (52) week period, or
    - on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
  - (iii) An Employee who wishes to take death or disappearance of a child leave shall provide the Employer with written notice as soon as is possible in the circumstances and, if possible, the notice shall include the estimated date of the Employee's planned return to work. The Employee shall inform the Employer as soon as possible of any change in the estimated return to work date.
  - (iv) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is possible in the circumstances.

#### 34.13 Domestic Violence Leave

- (a) an employees who requires time off for Domestic and/or Sexual Violence Leave shall be granted up to ten 10 days off without pay for one or more of the following purposes.
  - (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence.

- (ii) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency.
  - (iii) to obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence.
  - (iv) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely.
  - (v) to seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.
- (b) Alternatively, an Employee who has completed their probationary period may access applicable leaves of absence or banks such as sick leave, personal leave, or witness duty leave, provided that the employee submits satisfactory proof of the Employer in the form of a court order, or documentation from a doctor, a family violence support service, police officer, or lawyer.
  - (c) Personal information concerning domestic violence will be kept confidential by the Employer.
  - (d) When an Employee reports that they are experiencing domestic violence, the Employer will complete a hazard assessment and, where appropriate, may facilitate alternate work arrangements.

#### 34.14 Citizenship Ceremony Leave

An Employee who has completed ninety (90) days of employment is entitled to one (1) day of leave without pay to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the Citizenship Act (Canada).

#### 34.15 Military Leave

An Employee who is required by military authorities to attend training or perform military services shall be granted leave without pay.

ARTICLE 35  
Supply of Uniforms

- 35.01        The Employer will supply and maintain (launder, alter and repair) without charge such uniforms which the Employer requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, color, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

ARTICLE 36  
Tools

- 36.01        Tools shall be replaced by the Employer when damaged or broken in normal use or when accidentally lost in an inaccessible area during working hours.

ARTICLE 37  
Parking

- 37.01        The Employer agrees to continue the existing condition whereby Employees will not be charged for the use of unreserved parking stalls.

ARTICLE 38  
Terms, Conditions and Benefits of Employment Applicable to Part-time Employees

- 38.01        All the Articles of this Collective Agreement shall apply to Part-time Employees, except as specifically modified therein, in which case the modification shall supersede the Article.

ARTICLE 39  
Terms, Conditions and Benefits of Employment Applicable to  
Temporary and Casual Employees

- 39.01        The provisions of the following Articles shall not apply to Casual Employees:
- Article 13 - Probation
- Article 14 - Seniority
- Article 17 - Transfers
- Article 19 - Reclassification
- Article 29 - Sick Leave
- Article 31 - Prepaid Health Benefits
- Article 32 - Pension Plan

Article 33 - Safety and Health

Article 34 - Leaves of Absence

Article 36 - Tools

Article 38 - Terms and Benefits for Part-time Employees

39.02 The provisions of the following Articles shall not apply to Temporary Employees:

Article 13 - Probation

Article 15 - Layoff and Recall

Article 29 - Sick Leave

Article 31 - Prepaid Health Benefits

Article 32 - Pension Plan

Article 33 - Safety and Health

Article 34 - Leaves of Absence except; 34.04, 34.05 and 34.06 does apply

Article 38 - Terms and Benefits for Part-time Employees

39.03 All other Articles of this Collective Agreement shall apply except as specifically modified therein, in which case the modification shall supersede this Article.

#### ARTICLE 40

##### Term of Collective Agreement

40.01 This Collective Agreement shall take effect as of April 1<sup>st</sup>, 2015 2018 and shall remain in full force and effect until March 31<sup>st</sup>, 2020 and from year to year thereafter unless notice is served by either party pursuant to the Code.

40.02 Where notice is served by either party under the Code, provisions of this Collective Agreement shall continue until:

- (a) settlement is agreed upon and a new Collective Agreement signed;
- (b) if the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Agreement is signed as provided in the Code.

40.03 All other benefits granted pursuant to this Collective Agreement shall be effective upon the date of ratification by both Parties.

40.04 The Collective Agreement shall be printed by the Union and the costs shall be shared equally between the Parties.

40.05 An Employee whose employment terminated prior to the signing of this Collective Agreement is eligible to receive retroactively any increase to the basic rate of pay, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

40.06 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered, or by receipted courier service, or mailed in a prepaid registered envelope addressed:

in the case of the Employer to:

The Chief Executive Officer  
The Bethany Group  
4612 - 53 Street  
Camrose, Alberta T4V 1Y6

and, in the case of the Union to:

The President  
The Alberta Union of Provincial Employees  
10451 - 170 Street  
Edmonton, Alberta T5P 4S7

#### ARTICLE 41

##### Salaries

41.01 A Full-time Employee shall advance from "Pay Step 1" to "Pay Step 2", and each subsequent Pay Step as set out in Pay Classifications upon the completion of twelve (12) months from their anniversary date, unless otherwise changed by the operation of the terms of this Collective Agreement.

##### Part-time and Temporary Employees

41.02 Part-time and Temporary Employees shall be awarded salary increments upon the completion of the hours worked by a Full-time Employee in the same classification.

41.03 Unless otherwise changed by the operation of the terms of this Collective Agreement, a Part-time or Temporary Employee who has had a change in status to a Full-time Employee within the same classification shall have their anniversary date established based on hours worked with the Employer at the salary increment level such Employee was entitled to receive immediately prior to their change in status.

41.04 Salary recognition shall be granted for previous experience satisfactory to the Employer, when an Employee has job experience, and will be recognized:

- (a) provided not more than four (4) years have elapsed since the experience was obtained;
- (b) up to the top increment of the Classification in the Salary Schedule(s).

ARTICLE 42  
Legal Indemnification

42.01 The Employer acknowledges the principal of vicarious liability and any other rights conferred under any law of Canada or Alberta with respect to responsibility for Employees acting reasonable and without negligence while carrying out the duties of their employment. The limit of the Employer's liability will be to the maximum of the liability insurance carried by the Employer.

ARTICLE 43  
Registration Fees

43.01 A Full-time or Part-time Employee who has worked an average of point four full-time equivalent (0.4 FTE) or greater in the previous fiscal year and has active registration with the College of Licensed Practical Nurses Association (CLPNA) at the beginning of the next registration year, shall receive Two Hundred & Fifty Dollars (\$250.00) from the Employer toward payment of the CLPNA registration fees.



Salary Appendix/Pay Grid

Effective April 1, 2018 – March 31, 2019: 0% increase to classifications in the salary grid

Effective April 1, 2019 – March 31, 2020: wage reopener (April 1, 2019)

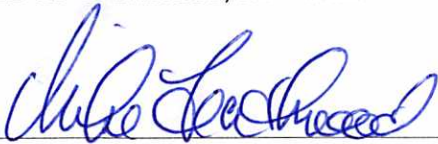
		Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Admin Support II	(BOS2) (ADM2)	Current	\$18.38	\$18.85	\$19.34	\$19.92	\$20.52	\$21.18	\$21.92	\$22.58	\$23.33
Admin Support III	(ADM3) (UNCK)	Current	\$20.52	\$21.17	\$21.92	\$22.58	\$23.32	\$24.10	\$24.84	\$25.78	
Dietary Attendant	(DTAU)	Current	\$20.55	\$21.34	\$22.02	\$22.80					
Cook		Current	\$23.51	\$25.82							
Housekeeping Attendant	(HKAU)	Current	\$20.55	\$21.34	\$22.02	\$22.80					
Institutional Service Worker II	(LDRA)	Current	\$19.24	\$19.92	\$20.55	\$21.34					
Laundry Driver	(LDRD)	Current	\$21.62	\$22.28	\$23.01	\$23.77	\$24.56	\$25.38	\$26.25		
Laundry Attendant	(LDRP)	Current	\$20.55	\$21.34	\$22.02	\$22.80					
Garment Worker 1/ Seamstress	(LINA)	Current	\$20.55	\$21.34	\$22.02	\$22.80					
Electrician/Plumber HV Tech	(MTNE)	Current	\$38.61								
Maintenance Service Worker I	(MSW1)	Current	\$20.26	\$21.00	\$21.76	\$22.59	\$23.42	\$24.35			

		Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Maintenance Service Worker II	(MSW2)	Current	\$23.42	\$24.35	\$25.22	\$26.17	\$27.26	\$28.23			
Maintenance Service Worker III	(MSW3)	Current	\$24.78	\$25.73	\$26.72	\$27.78	\$28.86	\$30.10			
Maintenance Service Worker IV	(MSW4)	Current	\$27.00	\$28.07	\$29.20	\$30.36	\$31.57	\$32.81			
Beautician	(BCLU)	Current	\$19.59	\$21.33							
Power Engineer (4th Class)		29 Nov 2018	\$32.49	\$34.49	\$35.53	\$36.76					
Licensed Practical Nurse		Current	\$26.43	\$27.58	\$28.69	\$29.81	\$30.92	\$32.00	\$33.30	\$34.62	
Resident Support Aide		Current	\$19.91	\$20.73	\$21.27	\$21.79	\$22.50	\$23.24	\$23.91	\$24.94	
Geriatric Psychiatric Nursing Attendant	(GPNA)	Current	\$22.93	\$23.78	\$24.64	\$25.52	\$26.31	\$27.08	\$27.90		
Therapy Aide		Current	\$21.44	\$22.26	\$23.07	\$23.87	\$24.61	\$25.36	\$26.12		
Therapy Assistant		Current	\$24.53	\$25.36	\$26.34	\$27.17	\$28.16				

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

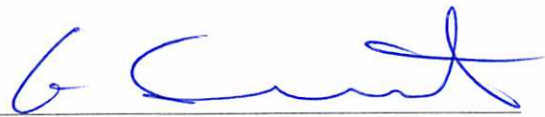
Signed this 4<sup>th</sup> day of February, 2019.

ON BEHALF OF BETHANY NURSING  
HOME OF CAMROSE, ALBERTA



  
WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES



  
WITNESS

LETTER OF UNDERSTANDING #1

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Rosehaven Care Centre and Bethany Long Term Care  
(all Auxiliary Hospital, Nursing Home, and designated Supportive Housing Sites)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re: Voluntary Separation Allowance**

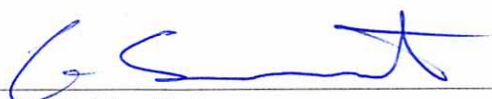
Whereas the Employer may require reductions in the number of Full-time and Part-time employees that they employ, the Parties agree to provide a Voluntary Separation Allowance as follows:

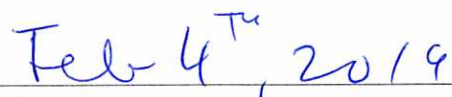
1. During the term of this Letter of Understanding, the Separation Allowance (as outlined in paragraph 5 of this Agreement) is available to eligible Employees in lieu of the provisions of Article 15 (Layoff and Recall) of the Collective Agreement entered into by the Parties.
2. The Separation Allowance will be available for Full-time and Part-time Employees. Eligible Employees will be entitled to receive the Separation Allowance at their regular Basic Rate of Pay in effect at the time of election of the Separation Allowance.
3. Where an eligible Employee has made an election to accept the Separation Allowance, the election shall only be altered by agreement of the Employee and Employer. Separation of employment shall occur at a time selected by the Employer. Employees shall make their election for Separation Allowance within fourteen (14) calendar days of the receipt of a Notice of Layoff.
4. In addition to paragraphs 1 and 2, Employees who have not received Notice of Layoff may request the Separation Allowance. Such offers may but will not necessarily result in an offer of the Separation Allowance by the Employer to that Employee. Offers are subject to operational requirements as determined by the Employer, whose decision is final and binding and cannot be challenged. Employees who request the Separation Allowance, if approved by the Employer under this paragraph, are required to resign at a time acceptable to the Employer.

5. The Separation Allowance for Full-time Employees under this letter shall be calculated at two (2) weeks pay per years of service to a maximum allowance of forty-three (43) weeks pay. Part-time Employees will be eligible to receive a Separation Allowance on a pro rata basis in proportion to hours worked by a Full-time Employee in the same classification.

  
On behalf of the Employer

  
Date

  
On behalf of the Union

  
Date

LETTER OF UNDERSTANDING #2

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Rosehaven Care Centre and Bethany Long Term Care  
(all Auxiliary Hospital, Nursing Home, and designated Supportive Housing Sites)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re: Extended Work Hours**

On a without prejudice basis, the parties agree to modify the terms of the Collective Agreement in the manner set out below for the purpose of the extended work day.

This Letter of Agreement shall apply to all employees within the scope of the bargaining unit who work an extended shift or shifts.

An "extended shift" is intended to mean a daily tour of duty exclusive of overtime hours to equal twelve point zero (12.0) hours.

"Night Shift" shall be from 1900 hours to 0700 hours the following morning.

"Day Shift" shall be from 0700 to 1900 hours the same day.

There shall be two (2) unpaid meal periods of thirty (30) minutes each during the extended shift.

There shall be three (3) three paid rest periods of fifteen (15) minutes each during the extended shift.

Schedules shall provide:

- (i) at least 12 hours off between shifts;
- (ii) no more than four (4) consecutive extended shifts;
- (iii) at least two (2) consecutive days of rest;
- (iv) at least twenty-two point five (22.5) hours off duty between shift change-over between extended shifts; and
- (v) at least one weekend off in three (3) averaged over an employee's shift rotation. Approved deviation from the posted schedule which results from an employee initiating an exchange of shifts with other qualified employees shall not increase the cost to the Employer.

Employees shall be paid at the rate of two times (2x) the employee's basic hourly rate of pay for all hours worked in excess of the regular hours of work for the extended work day (12.0 hours), or in excess of 4 consecutive extended shifts.

The annual vacation entitlement that an employee receives under the extended work day schedule shall correspond exactly in hours to the vacation entitlement of a 7.75 hours schedule. All other matters pertaining to annual vacation shall be pursuant to the Collective Agreement.

For full-time employees, the one (1) day off with pay or payment in lieu of Paid Holidays referred to in the Collective Agreement shall be paid at 7.75 hours per Named Holiday, and in no instance shall a full-time employee be paid in excess of ninety-three (93) hours annually for such Paid Holiday benefit.


A casual employee may be called for an extended work day. Where the casual employee is assigned to replace another employee in a regularly scheduled extended work day shift or position within the bargaining for a period of three months or less, the hours in the extended workday will not be regarded as overtime.

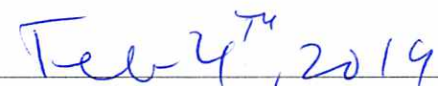
The Union and the Employer acknowledge and confirm that, with the exception of the foregoing amendments, all other terms and conditions of the Collective Agreement shall remain in full force and effect between the parties.

The Union and Employer acknowledge and confirm that with sixty (60) days written notice either party may end this Letter of Agreement.

  
On behalf of the Employer

  
Date

  
On behalf of the Union

  
Date

LETTER OF UNDERSTANDING #3

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Rosehaven Care Centre and Bethany Long Term Care  
(all Auxiliary Hospital, Nursing Home, and designated Supportive Housing Sites)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)


**Re: Contracting Out**

1. The Parties recognize the important contribution the Staff make in the delivery of support services, and are committed to ensure job security where reasonably possible. To this end, it is understood by the parties that this Employer will consult with the Union as soon as reasonably possible and, at a minimum, one (1) month prior to any workforce adjustment resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to minimize the impact of the decision.
2. In the event of an adjustment, as outlined in 1, the Employer agrees that employees affected shall be given no less than ninety (90) calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article 15 Layoff and Recall.
3. The Parties agree to work towards the implementation and utilization of voluntary measures, including but not limited to voluntary leaves of absences, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.
4. This letter of understanding does not prevent contracting out due to the performance of extra work required by the Employer, providing the performance of the aforementioned work does not reduce the hours of work of any regular Employee.
5. The Letter of Understanding will not prevent the transfer of services and the associated Employees between lodge facilities operated by the Bethany Group.

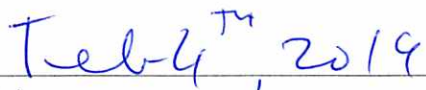


6. This Letter of Understanding will expire on March 31, 2021.

  
On behalf of the Employer

  
Date

  
On behalf of the Union

  
Date

LETTER OF UNDERSTANDING #4

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Rosehaven Care Centre and Bethany Long Term Care  
(all Auxiliary Hospital, Nursing Home, and designated Supportive Housing Sites)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re: Workload Appeal Process**

An Employee's workload is a matter of fluctuation that may be impacted by numerous factors including, but not limited to seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, shifting priorities, and increasing demands.

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion represent ongoing, systemic, long-term issues which have continued for a minimum period of sixty (60) calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the sixty (60) days.

If an Employee has concern(s) regarding their ongoing workload, the Employee may initiate a workload appeal process as follows:

**LEVEL 1**

Ongoing workload concern(s) shall be filed in writing by the Employee directly to their Manager, who shall meet with the Employee to discuss and resolve the specifics of the concern(s). The Manager will meet with the Employee and respond in writing within twenty-one (21) calendar days of receipt of the workload concern(s).

**LEVEL 2**

If the Employee is not satisfied with the outcome at Level 1, within seven (7) calendar days of the response at Level 1, the Employee shall submit the workload concern(s) in writing to the Director of the Program. The Director shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

**LEVEL 3**

If the Employee is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee shall submit the workload concern(s) in writing to the Chief Executive Officer. The Chief Executive Officer shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties.


A representative of the Union may assist an Employee or group of Employees during the Workload Appeal Process.

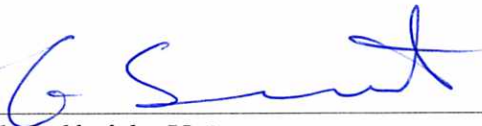
Dispute Resolution:

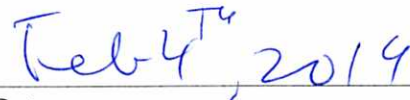
- (a) The application of the processes of this Letter of Understanding is subject to Article 8: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is not subject to Article 8: Grievance Procedure.

This Letter of Understanding shall expire on the expiry date of this Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

  
On behalf of the Employer

  
Date

  
On behalf of the Union

  
Date

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**LETTER OF UNDERSTANDING**

Between

BETHANY NURSING HOME OF CAMROSE, ALBERTA

at Rosehaven Care Centre and Bethany Long Term Care (all Auxiliary Hospital, Nursing Home, and designed Supportive Housing Sites) (“Health Sites”) and;

at Bashaw Meadows, Brookside, Deer Meadows, Peace Hills Lodge, Rosealta Lodge, West Pine Lodge, and Wetaskiwin Meadows (“Lodge Sites”)

-and-

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

(on behalf of Local 047/002)

**Re: Health Care Aide Workplace Program**

1. The Bethany Group (“TBG”) is partnering with NorQuest College to implement a Health Care Aide Workplace Program (the “Program”). TBG has created a new classification of “Uncertified Health Care Aide” (“UHCA”) and Employees are hired into this new classification for the purposes of the Program. TBG will use the position title “Health Care Aide – in training” for the UHCA classification.
2. TBG may hire Employees in the UHCA classification at both or either of the Health Sites, Louise Jensen and Bethany Meadows, or DSL4, Memory Lane and Bashaw Meadows.
3. The basic rate of pay for the UHCA classification shall be \$17.91/hour.



4. NorQuest College determines the criteria for what constitutes successful completion of the Program. An Employee's failure to successfully complete the Program shall not be subject to the grievance procedure.
5. The Program is a combination of online education and onsite clinical skills training and assessment:
  - (a) the course portion of the Program is scheduled between the Employee and NorQuest. All time spent by the Employee on the course portion of the Program shall be conducted on the Employee's own time outside of scheduled hours of work with TBG. The Employee is not entitled to any payment from TBG for any time spent on courses, including time spent studying or writing examinations;
  - (b) TBG will provide clinical tutoring and skills training/assessments through onsite classes and labs ("Onsite Classes"). TBG will set the dates and times of all Onsite Classes. Attendance at the Onsite Classes is mandatory.
  - (c) Attendance at the Onsite Classes will result in no loss of regular earnings at the Employee's basic rate of pay. For the sake of clarity, an Employee who is not scheduled to work during an Onsite Class shall receive no payment from TBG for attendance at the Onsite Class.
6. The Employee has twelve (12) months to complete the Program from the date of commencement in the position.
7. Upon successful completion of the Program:
  - a. an Employee who commenced as an UHCA within the Health Sites shall be reclassified into the Residential Support Aide classification; or



- b. an Employee who commenced as an UHCA within the Lodge Sites shall be reclassified into the Supportive Living Worker classification.
8. Successful completion of the Program is a condition of the Employee's continued employment with TBG beyond twelve (12) months. Failure to successfully complete the Program within twelve (12) months from the date of the Employee's commencement in the position shall constitute just cause for immediate termination.
9. This Letter of Understanding shall expire on September 30, 2023, unless extended by mutual agreement.

*Carla Beck*  
On behalf of the Employer

*18. May. 2022*  
Date

*G. Smith*  
On behalf of the Union

May 19, 2022  
Date